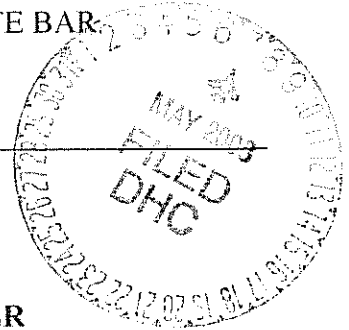


STATE OF NORTH CAROLINA  
WAKE COUNTY

BEFORE THE  
DISCIPLINARY HEARING COMMISSION  
OF THE  
NORTH CAROLINA STATE BAR  
08 DHC 8



THE NORTH CAROLINA STATE BAR, )  
Plaintiff )

v. )

ROBERT BROWN JR., Attorney )  
Defendant. )

**ANSWER**

The Defendant, ROBERT BROWN JR., by and through his undersigned counsel, answers the Complaint of Plaintiff as follows:

This Answer and all of the statements herein are propounded solely for the purpose of this professional disciplinary proceeding and are specifically not intended as admissions of any wrongdoing outside the scope of or for any purpose other than responding to this proceeding, nor are they intended to be used for any other purpose in any other action, civil or criminal.

**AS A FIRST DEFENSE  
ANSWER TO COMPLAINT**

1. Paragraph 1 is admitted.
2. Paragraph 2 is admitted.
3. Paragraph 3 is admitted.
4. Paragraph 4 is admitted.
5. Paragraph 5 is admitted.

**FIRST CLAIM FOR RELIEF**

6. The responses to Paragraphs 1-5, above, are re-alleged and incorporated as if fully set forth herein.

7. Paragraph 7 is admitted, with the qualification that Ms. Ingram was employed as a temporary full-time legal assistant. She was promoted to paralegal in August, 2005.

8. Paragraph 8 is admitted upon information and belief.
9. That portion of Paragraph 9 that alleges Ms. Ingram was a student at Durham Technical College is admitted, but Defendant lacks knowledge or information sufficient to form a belief as to the nature of Ms. Ingram's degree or expected graduation date.
10. Paragraph 10 is admitted.
11. Paragraph 11 is denied.
12. Paragraph 12 is denied.
13. Paragraph 13 is denied.
14. Paragraph 14 is denied.
15. Paragraph 15 is denied; by way of clarification and further response, Defendant alleges that he and Ms. Ingram had a consensual and intimate personal relationship and had numerous conversations during and after work hours.
16. Paragraph 16 is denied.
17. That portion of Paragraph 17 that alleges Defendant was sympathetic to Ms. Ingram's school, work and family responsibilities is admitted; the remainder is denied.
18. Paragraph 18 is denied.
19. Paragraph 19 is denied.
20. That portion of Paragraph 20 that alleges Defendant allowed Ms. Ingram to work on weekends and bring her children, as he did for other employees, is admitted; the remainder is denied.
21. Paragraph 21 is denied; by way of clarification and further response, Defendant alleges that he and Ms. Ingram had a consensual and intimate personal relationship.
22. Paragraph 22 is admitted inasmuch as Defendant was married at the time of the consensual and intimate personal relationship with Ms. Ingram.
23. That portion of Paragraph 23 that alleges Defendant touched Ms. Ingram is admitted; that portion that alleges the touching was inappropriate is denied inasmuch as the two had a consensual and intimate personal relationship.
24. Paragraph 24 is admitted; by way of clarification and further response, Defendant alleges that he and Ms. Ingram had a consensual and intimate personal relationship.

25. Paragraph 25 is denied; by way of clarification and further response, Defendant alleges that he and Ms. Ingram had a consensual and intimate personal relationship.

26. Paragraph 26 is denied.

27. Paragraph 27 is admitted.

28. Paragraph 28 is admitted.

29. Paragraph 29 is denied.

30. Paragraph 30 is denied.

31. Paragraph 31 is denied.

32. Paragraph 32 is denied.

33. Paragraph 33 is denied.

34. Paragraph 34 is denied.

35. Paragraph 35 is denied.

36. Paragraph 36 is denied.

37. Paragraph 37 is denied.

38. Paragraph 38 is denied.

39. Paragraph 39 is denied.

40. Paragraph 40 is denied.

41. Paragraph 41 is denied.

42. Paragraph 42 is denied.

43. Paragraph 43 is denied.

#### **SECOND CLAIM FOR RELIEF**

44. The responses to Paragraphs 1-43, above, are re-alleged and incorporated as if fully set forth herein.

45. Paragraph 45 is admitted.

46. Paragraph 46 is admitted.

47. Paragraph 47 is admitted.

48. Paragraph 48 is admitted.

49. Paragraph 49 is admitted.

50. Paragraph 50 is denied; by way of clarification and further response, Defendant alleges that most of the time Ms. Allen met the expectations of her position; however it was later determined that she falsified time sheets.

51. Paragraph 51 is denied.

52. Paragraph 52 is denied.

53. Paragraph 53 is denied; by way of clarification and further response, Defendant alleges that he and Ms. Allen had consensual contact of a personal and intimate nature.

54. Paragraph 54 is denied.

55. Paragraph 55 is denied.

56. Paragraph 56 is denied.

57. Paragraph 57 is denied.

58. Paragraph 58 is denied.

59. Paragraph 59 is denied.

60. Paragraph 60 is denied.

61. Paragraph 61 is admitted in part and denied in part. Sometimes in the Fall of 2005, Ms. Allen invited Defendant to her home. Her children were asleep in another room. She answered the door in a satin robe. She gave defendant a tour of her home. In the living room, they engaged in foreplay, including contact with her breast. All actions of Defendant were consensual.

62. Paragraph 62 is denied.

63. Paragraph 63 is denied.

64. Paragraph 64 is denied.

65. Paragraph 65 is denied; by way of clarification and further response, see Paragraph 61.

66. Paragraph 66 is denied.

67. Paragraph 67 is denied.

68. Paragraph 68 is denied.

69. Paragraph 69 is denied.

70. Paragraph 70 is denied.

71. Paragraph 71 is denied.

72. Paragraph 72 is denied.

### **THIRD CLAIM FOR RELIEF**

73. The responses to Paragraphs 1-72, above, are re-alleged and incorporated as if fully set forth herein.

74. Paragraph 74 is admitted.

75. Paragraph 75 is admitted.

76. Paragraph 76 is admitted upon information and belief.

77. Paragraph 77 is admitted.

78. Paragraph 78 is admitted.

79. Paragraph 79 is denied.

80. Paragraph 80 is denied.

81. Paragraph 81 is denied.

82. Paragraph 82 is denied.

83. Paragraph 83 is denied.

84. Paragraph 84 is denied, although it was not unusual for Defendant to be complimentary and supportive of employees.

85. Paragraph 85 is denied.

86. Paragraph 86 is denied.

87. Paragraph 87 is denied.

88. Paragraph 88 is denied.

89. Paragraph 89 is denied, although Defendant did speak with Ms. Bruno while sitting in a chair within a few feet of her, as he did with most employees.

90. Paragraph 90 is denied.

91. Paragraph 91 is denied.

92. Paragraph 92 is admitted.

93. Paragraph 93 is denied.

94. Paragraph 94 is admitted in part and denied in part. Defendant offered Ms. Bruno a permanent position on two occasions, once in June 2005 and again in October 2005. On both occasions, Ms. Bruno declined the positions due to having to pay into the State Retirement Fund which would result in a decrease in her net take home pay.

95. Paragraph 95 is denied.

96. Paragraph 96 is denied.

97. Paragraph 97 is denied.

98. Paragraph 98 is admitted, in that once Ms. Bruno declined the position, the position was offered to the next most senior temporary full-time attorney.

99. Paragraph 99 is denied.

100. Paragraph 100 is denied.

#### **FOURTH CLAIM FOR RELIEF**

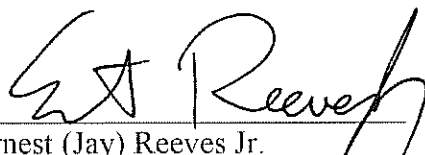
101. The responses to Paragraphs 1-100, above, are re-alleged and incorporated as if fully set forth herein.

102. Paragraph 102 is denied.

103. Paragraph 103 is denied.

WHEREFORE, having answered the Complaint, the Defendant asks this Commission to dismiss the Complaint and this proceeding with prejudice; and, if dismissal does not occur, that this Commission allow Defendant the opportunity to respond to and defend the allegations in the Complaint and present evidence consistent with this Answer; and concluding same that this Commission find that no discipline is appropriate.

This the 5<sup>th</sup> day of MAY, 2008.

  
Ernest (Jay) Reeves Jr.  
Attorney for Defendant ROBERT BROWN JR.

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